

GOODWILL OF WESTERN NEW YORK MOBILE DONATION UNIT AGREEMENT

THIS AGREEMENT (the “Agreement”) is made as of the date of submission (the “Effective Date”) of the Goodwill of Western New York Mobile Donation Unit Reservation Inquiry Form (the “Form”) by and between **GOODWILL INDUSTRIES OF WESTERN NEW YORK**, a New York not-for-profit corporation (“Goodwill”), located at 1119 William Street, Buffalo, New York 14206 and the Requester (the “Trailer User”) as listed on the Form. Goodwill and Trailer User may be referred to individually as the “Party”, or collectively, the “Parties”.

RECITALS

WHEREAS, the Trailer User has permission to be on the property listed on the Form (the “Real Property”) to facilitate removal of furniture, clothes, small appliances and other personal property (the “Donated Items”); and

WHEREAS, Trailer User desires to have a Goodwill mini-trailer (the “Trailer”) available at the Real Property to facilitate donation of the Donated Items to Goodwill pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1: DELIVERY/USE OF TRAILER

1.01. Delivery of Trailer. The Parties will mutually agree about the date, time and location of delivery of the Trailer at the Real Property.

1.02. Term/Use of Trailer. The Trailer shall remain at the Real Property for a period of three (3) days after delivery, unless otherwise determined by Goodwill in its reasonable discretion. Use of the Trailer shall be subject to the Guidelines attached as Exhibit A. Trailer User is responsible for the Trailer once delivered at the Real Property pursuant to Section 1.01.

SECTION 2: REPRESENTATIONS/INDEMNIFICATION

2.01. Representations. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party’s obligations hereunder have been duly authorized, and that this Agreement is a valid and legal agreement binding on such Party.

2.02. Access and Donation. Trailer User represents and warrants that it has the right and authority to enter onto, and have the Trailer located on the Real Property, and that it has all required permissions and approvals needed to donate the Donated Items to Goodwill.

2.03. Indemnification. To the fullest extent permitted by law, the Trailer User will defend, hold harmless and indemnify Goodwill against any and all claims and actions arising out of its performance of this Agreement, including, without limitation, expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability,

action, loss, or damage; provided, however, that Trailer User shall not be responsible under this Section 2.03 to the extent a loss or claim is caused by the negligence or fault of Goodwill.

2.04. Settlement and Cooperation. Goodwill will not settle any claim or action subject to indemnification without first obtaining the consent of Trailer User. Both Parties agree to cooperate in good faith and provide information necessary for the defense of any claim or action.

SECTION 3: MISCELLANEOUS

3.01. Amendment. This Agreement may only be changed or supplemented by a written amendment, signed by authorized representatives of each Party.

3.02. Waiver. No waiver of any right or remedy under this Agreement shall be effective unless made in writing and executed by the Party granting the waiver. The rights and remedies of the Parties to this Agreement are cumulative.

3.03. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties, replacing all other written and/or previous agreements.

3.04. Severability. The Parties acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court to be invalid, void or unenforceable, it is the Parties' intent that such provision be changed in scope by the court only to the extent deemed necessary to render the provision reasonable and enforceable, and the remainder of the provisions of this Agreement will in no way be affected as a result.

3.05. Governing Laws. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of New York State. The Federal and State courts located in Erie County, New York shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

3.06. Counterparts. This Agreement may be executed in counterparts. Facsimile or electronic signatures are binding and are considered to be original signatures.

Submission of the "Goodwill of Western New York Mobile Donation Unit Reservation Inquiry Form" acknowledges that the Trailer User has read, understands and accepts this Agreement, and agrees to the terms and Guidelines.

EXHIBIT A

Guidelines For Use of Goodwill Trailer

Goodwill is Pleased to Accept



Gently-Used Clothing



Footwear



Jewelry



Antiques & Collectibles



Books



CDs, Vinyl, & Videos



Games & Toys



Glass & Housewares



Linens & Rugs



Artwork



Sports Equipment



Working Flat Screen TVs & Home Audio



Furniture in Good Condition



Musical Instruments



Computers
Donors are responsible for removing data

Goodwill Cannot Accept

Due to safety concerns, there are certain items we must say "no thank you" to.



Broken TVs & Monitors



Helmets



Large Appliances



Mattresses & Box Springs



Batteries



Building Materials



Chemicals, Paints/Solvents



Car Seats & Cribs



Magazines & Newspapers



Auto Parts & Tires



Soiled Carpet/ Padding



Soiled/Broken Furniture



Weapons & Explosives



Lightbulbs & Ballasts



Motorized Exercise Equipment